

IN THE UNITED STATES DISTRICT COURT FOR THE
DISTRICT OF MASSACHUSETTS

04-10474 GAO

BOSTON FEDERAL SAVINGS BANK,

Plaintiff,

v.

MICHELE A. DEANGELIS,
HAROLD B. MURPHY, TRUSTEE,
CHAMPION MORTGAGE CO., INC.,
SHAUN CARVELLI D/B/A ARTISTIC
INTERIOR, ELLEN R. MARCUS,
MARK T. COLLINS,
MASSACHUSETTS DEPARTMENT OF
REVENUE, and INTERNAL
REVENUE SERVICE,

Defendants.

CIVIL ACTION
NO.

MAGISTRATE JUDGE Cohen

Formerly
Suffolk Superior Court
C.A. No. 04-0305

**NOTICE OF REMOVAL TO THE UNITED STATES DISTRICT COURT FOR THE
DISTRICT OF MASSACHUSETTS**

The defendant United States of America, by its attorney,
Michael J. Sullivan, United States Attorney for the District of
Massachusetts, respectfully states as follows:

1. The Plaintiff, Boston Federal Savings Bank, has filed a
Complaint in Interpleader pending in the Commonwealth of
Massachusetts Superior Court for Suffolk County, entitled Boston
Federal Savings Bank v. Michele A. DeAngelis et al., Case No. 04-
0308.

2. The subject matter of the interpleader is property on
which the United States has a lien.

3. The United States may have an interest in the interplead
funds. (Complaint ¶18(h)).

4. This action is removable to the United States District Court for the District of Massachusetts, pursuant to 28 U.S.C. §§1441, 1442 and/or 1444.

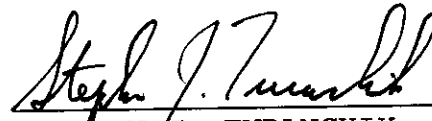
5. No prior removal of this action has been attempted.

6. The removal of this action is timely under the provisions of 28 U.S.C. §1446(b).

7. Copies of all pleadings received by the defendant United States are attached hereto.

MICHAEL J. SULLIVAN
United States Attorney

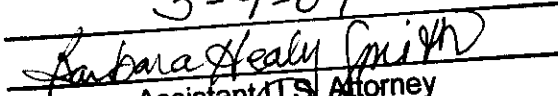
BARBARA HEALY SMITH
Assistant U.S. Attorney



STEPHEN J. TURANCHIK
Trial Attorney, Tax Division
U.S. Department of Justice
Post Office Box 55
Ben Franklin Station
Washington, D.C. 20044
Telephone: (202) 307-6565

I hereby certify that a true copy of the
above document was served upon (each
party appearing pro se and) the attorney of
record for each other party by mail on

3-9-04


Assistant U.S. Attorney

Commonwealth of Massachusetts

SUFFOLK, ss.

SUPERIOR COURT DEPARTMENT
OF THE TRIAL COURT
CIVIL ACTIONNo. 04-0308BOSTON FEDERAL SAVINGS BANK

, Plaintiff(s)

v.

INTERNAL REVENUE SERVICE

, Defendant(s)

SUMMONS

To the above-named Defendant:

You are hereby summoned and required to serve upon P. Anderson Henderson, Jr.
Looney & Grossman LLP

plaintiff's attorney, whose address is 101 Arch St., Boston, MA 02110, an answer to the complaint which is herewith served upon you, within 20 days after service of this summons upon you, exclusive of the day of service. If you fail to do so, judgment by default will be taken against you for the relief demanded in the complaint. You are also required to file your answer to the complaint in the office of the Clerk of this court at Boston either before service upon plaintiff's attorney or within a reasonable time thereafter.

Unless otherwise provided by Rule 13(a), your answer must state as a counterclaim any claim which you may have against the plaintiff which arises out of the transaction or occurrence that is the subject matter of the plaintiff's claim or you will thereafter be barred from making such claim in any other action.

Witness, Suzanne V. DelVecchio, Esquire, at Boston, the 30th day of January, in the year of our Lord two thousand 2004.

Clerk/Magistrate

NOTES.

1. This summons is issued pursuant to Rule 4 of the Massachusetts Rules of Civil Procedure.
2. When more than one defendant is involved, the names of all defendants should appear in the caption. If a separate summons is used for each defendant, each should be addressed to the particular defendant.
3. TO PLAINTIFF'S ATTORNEY: PLEASE CIRCLE TYPE OF ACTION INVOLVED
(1) TORT — (2) MOTOR VEHICLE TORT — (3) CONTRACT — (4) EQUITABLE RELIEF — (5) OTHER

COPY

COMMONWEALTH OF MASSACHUSETTS

SUFFOLK, SS.

SUPERIOR COURT DEPARTMENT
CIVIL ACTION NO.

BOSTON FEDERAL SAVINGS BANK,

Plaintiff,

v.

MICHELE A. DEANGELIS,
HAROLD B. MURPHY, TRUSTEE,
CHAMPION MORTGAGE CO., INC.,
SHAUN CARVELLI D/B/A/ARTISTIC
INTERIOR, ELLEN R. MARCUS, MARK T.
COLLINS, MASSACHUSETTS DEPT.
OF REVENUE, AND THE INTERNAL
REVENUE SERVICE,

Defendants.

04-0308

COMPLAINT FOR INTERPLEADERParties

1. The plaintiff Boston Federal Savings Bank ("BFSB"), is a federally chartered savings bank established under the laws of the United States and having a usual place of business at 17 New England Executive Park, Burlington, MA.
2. The defendant, Michele A. DeAngelis (the "Debtor"), is an individual that formerly resided at 45 Alberta Road, Chestnut Hill, MA.
3. The defendant, Harold B. Murphy, is the duly appointed trustee in bankruptcy of the Debtor and is an attorney at Hanify & King, P.C., One Beacon Street, Boston, MA.
4. The defendant, Champion Mortgage Co., Inc., is a banking institution established under the laws of New Jersey and upon information and belief having a usual place of business at 20 Waterview Blvd., Parsippany, NJ.
5. The defendant, Shaun Carvelli d/b/a Artistic Interiors is an individual that can be reached c/o Sullivan & Sullivan, PC, 80 Washington Street, Norwell, MA.

6. The defendant, Ellen R. Marcus is an individual with a residence located at 110 Clark Rd., Brookline MA.
7. The defendant, Mark T. Collins is an individual with a residence located at 329D Boston Post Rd., Sudbury, MA.
8. The defendant, Massachusetts Department of Revenue, is a Massachusetts state agency with a usual place of business at 51 Sleeper Street, Boston, MA.
9. The defendant, the Internal Revenue Service, is a federal agency with a usual place of business at JFK Federal Building, Boston, MA.

Facts

10. On February 11, 2003, the Debtor filed a voluntary petition under Chapter 13 of Title 11 of the United States Code, Case No. 03-11074-WCH.
11. On October 17, 2003, the Debtor converted the Chapter 13 bankruptcy to a Chapter 7.
12. On October 27, 2003, Harold B. Murphy was appointed Chapter 7 trustee ("Trustee") pursuant to 11 U.S.C § 701(a)(1).
13. On December 29, 2003, the Trustee filed his report of no distribution with the United States Bankruptcy Court for the District of Massachusetts ("Bankruptcy Court") stating that the Debtor's estate had no value over and above that exempted by law.
14. The plaintiff, BFSB, was the holder of a first mortgage covering real estate known as and numbered 45 Alberta Road, Chestnut Hill, Massachusetts ("Mortgaged Property") given by the defendant Michele A. DeAngelis to BFSB on December 8, 2000 and recorded with the Norfolk County Registry of Deeds at Book 14592, page 513. **(Exhibit A)**
15. Pursuant to a Court Order issued by the Bankruptcy Court, effective August 14, 2003, BFSB was authored and empowered to enter and sell the Mortgaged Property at a foreclosure sale.
16. The foreclosure sale took place on October 3, 2003, with the sale closing on December 3, 2003. BFSB sold the Mortgaged Property to Denise Rinfert for \$830,000.00, which was the highest bid.
17. After subtracting \$736,923.22 due to BFSB for amounts due for principal, interest, attorneys' fees and costs of the foreclosure, there remained a total amount of \$93,076.78.
18. The following persons, the Defendants herein, appear on record to have an interest in the foreclosure surplus held by BFSB:
 - a. The Debtor, Michele A. DeAngelis;

- b. The Trustee, Harold B. Murphy;
 - c. Champion Mortgage Co., Inc., who is the holder of a mortgage in the amount of \$73,000.00 made on January 19, 2001 and recorded with the Norfolk County Registry of Deeds at Book 14672, Page 157. **(Exhibit B)**
 - d. Shaun Carvelli d/b/a Artistic Interiors, who is a Judgment Creditor in the amount of \$3,105.29 that was issued on June 30, 2002, Civil Action No. 0158CV0072. **(Exhibit C)**
 - e. Ellen R. Marcus, who is the holder of a mortgage in the amount of \$40,000.00 made on January 3, 2003 and recorded with the Norfolk County Registry of Deeds at Book 18199, Page 098. **(Exhibit D)**
 - f. Mark T. Collins, who is the holder of a Writ of Attachment in the amount of \$2,500.00 that was issued on December 10, 2002, Civil Action No. 0209CV0257 and recorded with the Norfolk County Registry of Deeds on December 20, 2002. **(Exhibit E)**
 - g. The Massachusetts Department of Revenue, who filed a Tax Lien in the amount of \$22,768.81 that was recorded with the Middlesex Registry of Deeds. **(Exhibit F)**
 - h. The Internal Revenue Service, who filed a Notice of Tax Lien, Serial Number 40213453, in the amount of \$38,588.30 that was recorded with the Norfolk County Registry of Deeds on October 4, 2002. **(Exhibit G)**
19. By reasons of the conflicting claims of the Defendants, BFSB is in doubt as to which Defendants are entitled to the surplus of \$93,076.78.

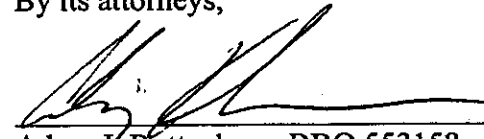
WHEREFORE, the plaintiff Boston Federal Savings Bank prays;

- 1. That each of the Defendants be ordered to appear and prove their claims, if any to the surplus held by BFSB;
- 2. That BFSB be permitted to pay funds held by it, to wit \$93,076.78 less costs, expenses and attorneys' fees incurred by BFSB in this action, into the Court for such further order that this Honorable Court deems proper;
- 3. That the rights to the Defendants named herein to the funds paid into the Court be determined by the Court;
- 4. That this action be discontinued as to BFSB, it being merely a stake holder and having no interest in said funds;

5. That this Honorable Court grant such other and further relief as it deems necessary and just.

Respectfully submitted,

BOSTON FEDERAL SAVINGS BANK,
By its attorneys,



Adam J. Ruttenberg, BBO 553158
P. Andy Henderson, Jr. BBO 655891
LOONEY & GROSSMAN LLP
101 Arch Street
Boston, MA 02110
(617) 951-2800

Dated: January 23, 2004

BK 14592PG513

RECEIVED AND RECORDED
NORFOLK COUNTY
REGISTRY OF DEEDS
DEDHAM, MA
CERTIFY
[Signature]
BARRY T. HANNON, REGISTER

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MORTGAGE

LN # 00-2002381-4

132027

THIS MORTGAGE ("Security Instrument") is given on

December 8, 2000

The mortgagor is

Michele A DeAngelis

("Borrower"). This Security Instrument is given to

Boston Federal Savings Bank

which is organized and existing under the laws of The United States of America, and whose
address is 17 New England Executive Park
Burlington, MA 01803

("Lender"). Borrower owes Lender the principal sum of

Six Hundred Six Thousand Five Hundred and No/100

Dollars (U.S. \$ 606,500.00)

This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on January 1, 2031. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender, with power of sale, the following described property located in Suffolk County, Massachusetts:

See Exhibit A attached hereto and made a part hereof.

which has the address of 45 Alberta Road,
Massachusetts 02467

Chestnut Hill,
[Zip Code] ("Property Address");

[Street, City].

MASSACHUSETTS - Single Family - FNMA/FHLMC
UNIFORM INSTRUMENT Form 3022 9/98
-SRIMAN (306) 42
YMP MORTGAGE FORMS - (800) 621-7261
Page 1 of 6



BK 14592P8518

22. Release. Upon payment of all sums secured by this Security Instrument, Lender shall discharge this Security Instrument without charge to Borrower. Borrower shall pay any recordation costs.

23. Waivers. Borrower waives all rights of homestead exemption in the Property and relinquishes all rights of curtesy and dower in the Property.

24. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument.

[Check applicable box(es)]

- ☒ Adjustable Rate Rider
☐ Graduated Payment Rider
☐ Balloon Rider
☐ V.A. Rider

- ☐ Condominium Rider
☐ Planned Unit Development Rider
☐ Rate Improvement Rider
☒ Other(s) [specify]

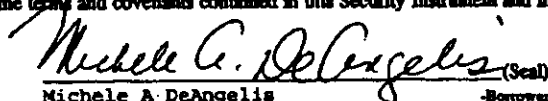
- ☐ 1-4 Family Rider
☐ Biweekly Payment Rider
☐ Second Home Rider

Property Description

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

Witnesses:


 Joanne S. Liu

 (Seal)
 Michele A. DeAngelis -Borrower

 (Seal)
 -Borrower

 (Seal)
 -Borrower

COMMONWEALTH OF MASSACHUSETTS,

Suffolk

County ss:


On this 8th day of December

2000, before me personally appeared

Michele A DeAngelis

known to be the person(s) described in and who executed the foregoing instrument, and acknowledged that he/she/they executed the same as his/her/their free act and deed.

My Commission Expires:


 Notary Public: JOANNE S. LIU
 NOTARY PUBLIC
 My Commission Expires December 24, 2004

DOC 8:071606 APPL 8:0020023814 LOAN 8:00-2002381-4

OR(MA) (0000).02

1001 9306.03

Page 6 of 6

Form 3022 9/90

2

2

BK 14672PG157

CHAMPION MORTGAGE CO., INC., 20 WATERVIEW BOULEVARD, PARSIPPANY, NEW JERSEY 07054

File# 1414409

Cust# 1190568

26
20CUSHING & DOLAN, P.C.
820 PROVIDENCE HIGHWAY, #10
NORWOOD, MA 02062
781-278-8901RECEIVED AND RECORDED
NORFOLK COUNTY
REGISTRY OF DEEDS
DEDHAM, MACERTIFY
Paul D. Harold
PAUL D. HAROLD, REGISTER

006915

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MASSACHUSETTS ADJUSTABLE RATE PAYMENT MORTGAGE - FIRST OR SECOND LIEN

THE NOTE SECURED BY THIS MORTGAGE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN THE INTEREST RATE AND THE MONTHLY PAYMENT. THE NOTE LIMITS THE AMOUNT BORROWER'S INTEREST RATE CAN CHANGE AT ANY ONE TIME AND THE MAXIMUM AND MINIMUM RATES THE BORROWER MUST PAY.

01 JAN 24 AM 9:56

THIS MORTGAGE ("Security Instrument") is given on JANUARY 19, 2001. The Mortgagor is MICHELE A. DEANGELIS, whose address is 45 ALBERTA ROAD, CHESTNUT HILL, MA 02467 ("Borrower"). This Security Instrument is given to Champion Mortgage Co., Inc., which is organized and existing under the laws of New Jersey, and whose address is 20 Waterview Boulevard, Parsippany, New Jersey 07054-1267 ("Lender"). Borrower owes Lender the principal sum of SEVENTY THREE THOUSAND AND 00/100 Dollars (U.S. \$73,000.00). This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on JANUARY 24, 2016. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender, with the STATUTORY POWER OF SALE, the following described property located in the County of NORFOLK, Massachusetts:

-See Schedule A Attached Hereto and Made a Part Hereof-

which has the address of 45 ALBERTA ROAD, BROOKLINE, MA; ("Property Address");

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property".

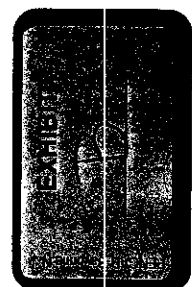
BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record. Borrower and Lender covenant and agree as follows:

1. **Payment of Principal and Interest; Prepayment and Late Charges.**

Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

2. **Funds for Taxes and Insurance.**

Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") for: (a) yearly taxes and assessments which may attain priority over this Security Instrument as a lien on the Property; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Escrow Items". Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally related mortgage loan may require for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. § 2601 et seq. ("RESPA"), unless another law that applies to the Funds sets a lesser amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount.



BK 14672PG 162

22. Riders to this Security Instrument.

If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument.

**- REQUEST FOR NOTICE OF DEFAULT AND FORECLOSURE
UNDER SENIOR MORTGAGES OR DEEDS OF TRUST -**

Borrower and Lender request the holder of any mortgage or deed of trust or other lien or encumbrance which claims to have priority over this Security Instrument (any of such a "senior lien") to give notice to Lender, at Lender's address set forth on the first page of this Security Instrument, or at any other address for notice provided by Lender to such holder, of any default under any such senior lien and of any intended foreclosure, sale or other action to enforce such senior lien. This request for notice is not intended, nor shall it constitute an admission by the holder of this Security Instrument that any mortgage, deed of trust or other lien or encumbrance has priority over this Security Instrument.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

In Witness Whereof, Borrower has signed and sealed this Security Instrument.

Michele A. DeAngelis
MICHELE A. DEANGELIS

Witness: Ann M. Cushing

COMMONWEALTH OF MASSACHUSETTS)
COUNTY OF SUFFOLK)

On this 19th day of JANUARY, 2001, before me personally appeared MICHELE A. DEANGELIS to me known to be the person(s) described in and who executed the foregoing instrument and acknowledged that he/she/they executed the same as his/her/their free act and deed.

Ann M. Cushing
Notary Public

My Commission Expires: 04/26/02

ANN M. Cushing

Record and Return to:

Champion Mortgage Co., Inc.
20 Waterview Boulevard
Parsippany, NJ 07054-1267

BK 14672PG 163

EXHIBIT A

45 Alberta Road, Brookline, MA

A certain parcel of land with the buildings thereon, situated in Brookline, Norfolk County, Massachusetts, and being shown as Lot #23B on a Plan entitled: "Plan one, Whipple Estate, Brookline, Mass. owned by Bonelli-Adams Co., dated Dec. 17, 1928, Ernest Branch, C.E.", and recorded in the Norfolk Registry of Deeds at the end of Book 1862, and being bounded and described as follows:

SOUTHWESTERLY by Alberta Road, eighty (80) feet;
SOUTHEASTERLY By Lot #24 on said plan, one hundred twenty and 4/100 (120.04) feet,
NORTHEASTERLY by Lot #7 on said plan, eighty-one and 26/100 (81.26) feet;
NORTHWESTERLY by Lot #23A on said plan, one hundred twenty (120) feet.

Containing 9675 square feet of land, more or less.

For grantor's title see deed recorded at book 14592, page 512.

**Trial Court of Massachusetts
District Court Department**


DATE FILED

1/25/01

TIME STANDARDS TR

1/31/02

DEADLINE

DOCKET NUMBER

0158 CV 0072

PLAINTIFF

 Shaun Carvelli
D/B/A Artistic Interiors

DEFENDANT

Michelle DeAngelis

10/20/02

 Hingham District Court
28 Geo. Washington Blvd.
Hingham, Ma. 02043

PLAINTIFF ATTORNEY

 Walter B. Sullivan, Esq.
Sullivan & Sullivan, P.C.
80 Washington St., Unit 7
Norwell, Ma. 02061
(781) 871-6500

DEFENDANT ATTORNEY

 Michael A. Crowe, Esq.
2 Newton Executive Park
Suite 108
Newton, Ma. 02462
(617) 244-5620

MONEY DAMAGE ACTION (TIME STANDARDS)

☐ Remand☐ District Court Filing☐ SUMMARY PROCESS☐ VICTIM VIOLENT CRIME☐ OTHER CIVIL
WRIT OF EXECUTION ON MONEY JUDGMENT

To the Sheriffs of the several counties of the Commonwealth or their deputies, or (subject to the limitations of G.L. c. 41, § 92) any Constable of any city or town within the Commonwealth:

The plaintiff named above has recovered judgment against the defendant in the amount shown below.

WE COMMAND you, therefore, to cause payment to be made to the plaintiff in the amount of the judgment total shown below, plus postjudgment interest thereon until the date of payment in accordance with G.L. c. 235, § 8, and to collect your own fees as provided by law, from out of the value of any real or personal property of the defendant found within your territorial jurisdiction.

This execution is valid for twenty years from the date of judgment. It must be returned to the court along with your return of service within ten days after this judgment has been satisfied or discharged, or after twenty years if this judgment remains unsatisfied or undischarged.

ACTING FIRST JUSTICE

WITNESS: WILLIAM J. RILEY

DATE OF ISSUE

7/30/02

CLERK, MAGISTRATE OR ASSISTANT CLERK

OFFICER'S RETURN

DATE OF SERVICE:

Fees

TOTAL FEES

 RECEIVED AND RECORDED
NORFOLK COUNTY
REGISTRY OF DEEDS
DEDHAM, MA

CERTIFY

RICHARD F. KENNEDY, ACTING REGISTER

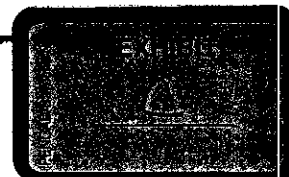
SIGNATURE OF OFFICER

 DATE OF ENTRY OF JUDGMENT **AMENDED**
7/15/02
☒ CIVIL☐ SUMMARY PROCESS☒ Judgment for Plaintiff
☒ \$ 2,500.00 (on Count I only)
damages, plus \$ 440.55 prejudgment interest and \$ 149.50 costs
plus \$ 15.24 interest from date of judgment entry to
 date of execution
☒ ~~XP08808570FF~~

A TRUE COPY, ATTEST

DEPUTY SHERIFF

DATE _____



139086

02 AUG 14 PM 3:05

BK18199P6098

32
20

After Recording Return To:

ELLEN R. MARCUS
110 Clark Road
Brookline, MA 02446

RECEIVED AND RECORDED
NORFOLK COUNTY
REGISTRY OF DEEDS
DEDHAM, MA

CERTIFY

William P. O'Donnell
WILLIAM P. O'DONNELL, REGISTER

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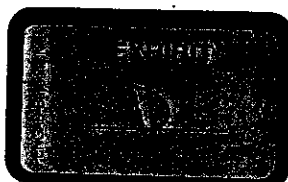
MORTGAGE

DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 11, 13, 18, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 16.

- (A) "Security Instrument" means this document, which is dated February 5, 2003, together with all Riders to this document.
- (B) "Borrower" is Michele A. DeAngelis, a/k/a Michele D. DeAngelis. Borrower is the mortgagor under this Security Instrument.
- (C) "Lender" is Ellen R. Marcus. Lender's address is 110 Clark Road, Brookline, MA 02446. Lender is the mortgagee under this Security Instrument.
- (D) "Note" means the promissory note signed by Borrower and dated February 5, 2003. The Note states that Borrower owes Lender FORTY THOUSAND AND 00/100 DOLLARS (US \$40,000.00) with no interest. Borrower has promised to pay this debt in full not later than June 4, 2003.
- (E) "Property" means the property that is described below under the heading "Transfer of Rights in the Property."
- (F) "Loan" means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under the Note, and all sums due under this Security Instrument, plus interest.
- (G) "Riders" means all Riders to this Security Instrument that are executed by Borrower. The following riders are to be executed by Borrower. [check box as applicable]:

<input type="checkbox"/> Adjustable Rate Rider	<input type="checkbox"/> Condominium Rider	<input type="checkbox"/> Second Home Rider
<input type="checkbox"/> Balloon Rider	<input type="checkbox"/> Planned Unit Development Rider	<input type="checkbox"/> Other(s) [Specify]
<input type="checkbox"/> 1-4 Family Rider	<input type="checkbox"/> Bi-Weekly Payment Rider	



031149

03FEB10 AM 9:22

10

BK18199PG112

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any Rider(s) executed by Borrower and recorded with it.

Witness:


David C. Levin


Michele A. DeAngelis, a/k/a
Michele D. DeAngelis

- Seal
Borrower

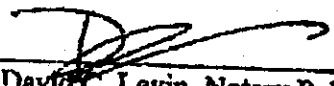
[Space Below This Line For Acknowledgment]

COMMONWEALTH OF MASSACHUSETTS

Norfolk, ss

February 5, 2003.

Then personally appeared the above-named Michele A. DeAngelis, a/k/a Michele D. DeAngelis and acknowledged the foregoing instrument to be her free act and deed, before me.


David C. Levin, Notary Public
My Commission Expires: 12/22/06

AD

BK18199PG118

Exhibit "A"

A certain parcel of land with the buildings thereon, situated in Brookline, Norfolk County, Massachusetts, and being shown as Lot #23B on a Plan entitled: "Plan one, Whipple Estate, Brookline, Mass. owned by Bonelli-Adams Co., dated Dec. 17, 1928, Ernest Branch, C. E.", and recorded in the Norfolk Registry of Deeds at the end of Book 1862, and being bounded and described as follows:

SOUTHWESTERLY by Alberta Road, eighty (80) feet;
SOUTHEASTERLY by Lot #24 on said plan, one hundred twenty and $4/100$ (120.04) feet;
NORTHEASTERLY by Lot #7 on said plan, eighty-one and $26/100$ (81.26) feet;
NORTHWESTERLY by Lot #23A on said plan, one hundred twenty (120) feet

Containing $96\frac{1}{5}$ square feet of land, more or less.

Said premises are conveyed subject to restrictions of record so far as the same may now be in force and applicable, and subject to and with the benefit of right of way in and to streets shown on said Plan.

For title see Deed of Michele D. DeAngelis, et al, dated December 8, 2000 and recorded with the Norfolk County Registry of Deeds in Book 14592, Page 512.

Subject to a Mortgage to Boston Federal Savings Bank in the principal amount of \$606,500.00, dated December 8, 2000 and recorded with the Norfolk County Registry of Deeds in Book 14592, Page 513.

Subject to a Mortgage to Champion Mortgage Co., Inc. in the principal amount of \$73,000.00, dated January 19, 2001 and recorded with the Norfolk County Registry of Deeds in Book 14672, Page 157.

Subject to Writ of Execution on Money Judgment dated July 30, 2002 and recorded with the Norfolk County Registry of Deeds in Book 17011, Page 593.

Subject to Notice of Federal Tax Lien dated October 2, 2002 and recorded with the Norfolk County Registry of Deeds in Book 17330, Page 229.

Subject to Writ of Attachment dated December 10, 2002 and recorded with the Norfolk County Registry of Deeds as Instrument No. 236675.

Commonwealth of Massachusetts
DISTRICT COURTS OF MASSACHUSETTS
BROOKLINE DIVISION — CIVIL SECTION

Norfolk, ss.

SEAL

Mark T. Collins

Civil No. 02 09 CV 0257

Michelle M. DeAngelis

Plaintiff

Defendant

To the Sheriffs of our several Counties or their Deputies, or a Constable
of any City or Town within the Commonwealth:

WRIT OF ATTACHMENT

WE COMMAND you to attach the goods or estate of Defendant Michelle M. DeAngelis
of 45 Alberta Road, Chestnut Hill, MA, to the
value of \$ 2,500 (the amount authorized), as prayed for by Plaintiff Mark T. Collins

of Sudbury, MA, whose attorney
is Mark T. Collins of 3290 Babar Bst Rd, Sudbury, MA
an action brought by said Plaintiff Mark T. Collins against Michelle M. DeAngelis
Defendant Michelle M. DeAngelis in the Brookline District Court
Department for Civil Business, and make due return of this writ with your doings thereon.

The complaint in this case was filed on November 22, 2002, at 2002
This attachment was approved on December 10, 2002, by Thomas J. May
THOMAS J. MAY, J., In the amount of \$ 2,500.00

WITNESSETH THOMAS J. MAY, Presiding Justice, the _____ day of _____, 19____

Date _____

After notice, and hearing, permission to appoint a keeper over attached property of the defendant _____

\$ _____

to wit: _____
(description of property)

located at _____

is hereby granted.

Justice _____

Brian K. Sullivan
CLERK MAGISTRATE

Clerk/Magistrate

Date _____

(after ex parte approval)

After notice and hearing, permission to hereby given to make an attachment of the real estate of the defendant in _____

County in the sum of \$ _____

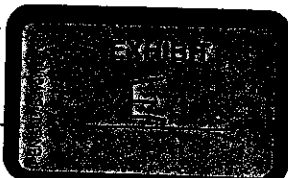
Justice _____

PROOF OF ATTACHMENT

I hereby certify and return that on _____, 19____, I attached the property of the within-named defendant in the following manner:

Dated _____

N.B. to Process Server:



19____ RECEIVED AND RECORDED
NORFOLK COUNTY
REGISTRY OF DEEDS
DEDHAM, MA

A TRUE COPY ATTEST:

Anita T. Kordyga
DEPUTY SHERIFF

DATE 12/30/02

When an attachment is made subsequent to service of the summons and complaint upon the defendant, a copy of the writ of attachment with your return thereon must be promptly served upon the defendant in the manner provided by Rule 5.

CERTIFY
William P. O'Donnell
WILLIAM P. O'DONNELL, REGISTER

236675

DEC 20 11:46

Norfolk, SS

By virtue of this Writ, on 12/20/2002 at 8:42 am in the forenoon I attached all the right, title and interest that the within named defendant(s), **Michelle M. DeAngelis** has/have in and to any and all real estate in the County of Norfolk .

Amita T. Kintigas
Deputy Sheriff

Law Office of Mark T. Collins
329 D Boston Post Road
Sudbury, MA 01776

**UNITED STATES BANKRUPTCY COURT DISTRICT OF MASSACHUSETTS; DIVISION: BOSTON
PROOF OF CLAIM FOR MASSACHUSETTS TAXES**

IN RE: *Michele A. DeAngelis*

CHAPTER 13

DOCKET 03-11074 WCH

PETITION DATE 02/11/2003

SSN: 053-36-2037

CONVERSION TO CH FROM ON

SSN:

Fed ID No:

CREDITOR: MASSACHUSETTS DEPARTMENT OF REVENUE, LITIGATION BUREAU, BANKRUPTCY
51 Sleeper Street, 3rd Floor, Boston, MA Phone: (617) 626-3875 Fax: (617) 626-3796

****ALL NOTICES, PLEADINGS AND CORRESPONDENCE TO MAILING ADDRESS:****

P.O. BOX 55484, BOSTON, MA 02205

- ☐ AMENDED PROOF OF CLAIM IN ADDITION TO PROOF OF CLAIM FILED
☒ AMENDED PROOF OF CLAIM TO SUPERSEDE PROOF OF CLAIM FILED 07/01/2003

1. THE COMMISSIONER OF THE MASSACHUSETTS DEPARTMENT OF REVENUE FILES THIS PROOF OF CLAIM FOR UNPAID MASSACHUSETTS TAXES, INCLUDING INTEREST AND PENALTIES CALCULATED TO THE PETITION DATE OR CONVERSION DATE AS APPLICABLE.
 2. THE AMOUNTS LISTED IN PARAGRAPHS A, B, C AND D BELOW ARE SUMMARIES OF THE AMOUNTS DUE FOR EACH CATEGORY OF CLAIM. A DETAILED STATEMENT OF THE TAX PERIODS AND THE AMOUNTS DUE IS ATTACHED. THE TYPE OF TAX IS IDENTIFIED BY LETTER CODES AS SHOWN AT THE TOP OF THE DETAIL PAGES.
 3. TAX PERIODS ON ATTACHED PAGES ARE MARKED BY AN ASTERISK (*) IF THE AMOUNTS FOR THOSE PERIODS ARE ESTIMATED.
 4. TO THE EXTENT THAT ANY PRE-PETITION TAX, OR POST-PETITION INTEREST AND PENALTIES ATTRIBUTABLE TO PRE-PETITION TAX, ARE NONDISCHARGABLE AND REMAIN UNPAID, THEY MAY BE COLLECTED FROM THE DEBTOR OR FROM ANY OTHER LIABLE ENTITY.
 5. TO THE EXTENT THAT A CLAIM IS IDENTIFIED AS A SECURED CLAIM AND IS UNDERSECURED PURSUANT TO 11 U.S.C. SEC 506, THE UNSECURED PORTION CONSISTING OF TAX AND INTEREST IS ASSERTED AS AN UNSECURED PRIORITY CLAIM, AND THE UNSECURED PORTION CONSISTING OF PENALTY IS ASSERTED AS A GENERAL UNSECURED CLAIM. THE COMMONWEALTH OF MASSACHUSETTS DOES NOT WAIVE OR INTEND TO WAIVE ELEVENTH AMENDMENT SOVEREIGN IMMUNITY FOR ITSELF OR ANY OF ITS OFFICERS OR AGENCIES INCLUDING THE DEPARTMENT OF REVENUE BY FILING THIS PROOF OF CLAIM.
 6. MASSACHUSETTS CLAIMS A SETOFF OF PRE-PETITION TAX REFUNDS AGAINST THIS CLAIM.
 7. FOR ADMINISTRATIVE CLAIMS, INTEREST AND PENALTY ARE DUE UNTIL PAID. INTEREST AND PENALTY HAVE BEEN CALCULATED TO THE FILING DATE OF THIS CLAIM.
- ANY QUESTIONS OR CORRESPONDENCE CONCERNING THIS CLAIM SHOULD BE ADDRESSED TO JIMMY M. WONG AT THE ABOVE MAILING ADDRESS OR BY TELEPHONE: (617) 626-3806

A. <u>SECURED CLAIM</u> (Notice of statutory tax lien filed pursuant to M.G.L. c.62C SEC 50):	\$10,345.17
POST-PETITION INTEREST IS INCLUDED TO THE EXTENT ALLOWED BY 11 U.S.C. SEC 506(b).	
B. <u>UNSECURED PRIORITY CLAIM UNDER 11 U.S.C. SEC 507(a)(8):</u>	\$10,725.02
FOR CH.11 CASES, INTEREST ACCRUES AFTER THE EFFECTIVE DATE OF THE PLAN. 11 U.S.C. SEC 1129(a)(9)(C).	
C. <u>GENERAL UNSECURED CLAIM:</u>	\$1,198.62
D. <u>ADMINISTRATIVE CLAIM:</u>	\$0.00

COPY

TOTAL: \$22,768.81

For Court Use Only

David A. Blomberg
AUTHORIZED SIGNATURE,

DAVID A. BLOMBERG, SUPERVISOR, BANKRUPTCY UNIT, MDOR

DATE:

08/08/2003



Form 668 (Y)(c) (Rev. October 2000)	498	Department of the Treasury - Internal Revenue Service Notice of Federal Tax Lien			
Area: SMALL BUSINESS/SELF EMPLOYED AREA Lien Unit Phone: (800) 829-3903		Serial Number <div style="text-align: right;">40213453</div>		For Optional Use by Recording Office	
As provided by section 6321, 6322, and 6323 of the Internal Revenue Code, we are giving a notice that taxes (including interest and penalties) have been assessed against the following-named taxpayer. We have made a demand for payment of this liability, but it remains unpaid. Therefore, there is a lien in favor of the United States on all property and rights to property belonging to this taxpayer for the amount of these taxes, and additional penalties, interest, and costs that may accrue.					
Name of Taxpayer MICHELLE A DEANGELIS					
Residence 45 ALBERTA RD BROOKLINE, MA 02467-3114					
IMPORTANT RELEASE INFORMATION: For each assessment listed below, unless notice of the lien is refiled by the date given in column (e), this notice shall, on the day following such date, operate as a certificate of release as defined in IRC 6325(a).					
Kind of Tax (a)	Tax Period Ending (b)	Identifying Number (c)	Date of Assessment (d)	Last Day for Refiling (e)	Unpaid Balance of Assessment (f)
1040	12/31/1999	053-36-2037	11/20/2000	12/20/2010	6057.22
1040	12/31/2000	053-36-2037	12/17/2001	01/16/2012	32531.00
Place of Filing Registry of Deeds Norfolk County Dedham, MA 02026					Total \$ 38588.30

175462

RECEIVED AND RECORDED
 NORFOLK COUNTY
 REGISTRY OF DEEDS
 DEDHAM, MA

CERTIFY
William P. O'Donnell
 WILLIAM P. O'DONNELL, REGISTER

02 OCT - 4 AM 10:01

This notice was prepared and signed at Boston, MA, on this,

the 02nd day of October, 2002.

Signature *Cathleen C. Grant*
 for SILLS

Title
 ACS
 (800) 829-3903

21-00-0008

(NOTE: Certificate of officer authorized by law to take acknowledgment is not essential to the validity of Notice of Federal Tax lien
 Rev. Rul. 71-466, 1971 - 2 C.B. 409)

Part 1 - Kept By Recording Office

Form 668(Y)(c) (Rev. 10-00)
 CAT. NO 60025X